



Chicago Rockford International Airport
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Minimum Standards





**CHICAGO ROCKFORD INTERNATIONAL AIRPORT
(Greater Rockford Airport Authority)
ROCKFORD, ILLINOIS**

MINIMUM STANDARDS

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Table of Contents

1. INTRODUCTION..... 6

 1.1 General Statement of Policy 6

 1.2 Amendments..... 7

 1.3 Definitions..... 7

 1.4 Airport Assurances..... 7

 1.5 Effective Date..... 7

 1.6 Compliance with Regulatory Measures and Agreements 7

 1.7 Conflicting Regulatory Measures and Agreements 8

 1.8 Notices, Requests for Approval, Applications, and other Filings 8

 1.9 Variance or Exemption..... 8

 1.10 Exclusive Rights 9

 1.11 Applicability..... 9

 1.12 Business Activities 10

 1.13 Disputes 10

 1.14 Right and Privileges Reserved 11

 1.15 Grounds for Denial..... 12

2. DEFINITIONS..... 14

3. GENERAL REQUIREMENTS 21

 3.1 Introduction 21

 3.2 Experience/Capability 21

 3.3 Agreement 21

 3.4 Payment of Rents, Fees, and Charges..... 22

 3.5 Leased Premises..... 22

 3.5.1 Leased Area Improvements/Construction/Alterations..... 22

 3.6 Products, Services, and Facilities 23

 3.7 Non-Discrimination 23

 3.8 Licenses, Permits, Certifications, and Ratings..... 23

 3.9 Employees..... 23

 3.10 Equipment, Vehicles, and Facilities..... 24

 3.11 Hours of Activity..... 24

 3.12 Security 24



3.13 Insurance..... 25

3.14 Indemnification and Hold Harmless..... 26

3.15 Environmental Expectation..... 26

3.16 Multiple Activities 26

4. APPLICATION..... 27

5. ACTION ON APPLICATION 29

6. REQUIREMENTS AND MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs) 31

6.1 Definition and Scope of Services..... 31

6.2 Service Requirements 32

6.2.1 Minimum Aircraft Design Group Serviceability 32

6.2.2 Ownership, Manager, Staffing, and Employee Qualifications 32

6.2.3 Hours of Operation 33

6.2.4 Premises 33

6.2.5 Fuel and Lubricants 34

6.2.6 Aircraft Fuel Storage Area 34

6.2.7 Aircraft Fueling Vehicles 35

6.2.8 Into-Plane 36

6.2.9 Assistance to Disabled Aircraft 36

6.2.10 Insurance..... 36

7. MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO) 37

7.1 Aircraft Airframe and Engine Maintenance and Repair..... 37

7.1.1 Scope of Services..... 37

7.1.2 Minimum Standards..... 37

7.2 Aircraft Charter or Aircraft Management Operator 38

7.2.1 Scope of Services..... 38

7.2.2 Minimum Standards..... 38

7.3 Commercial Hangar Operator 39

7.3.1 Scope of Service 39

7.3.2 Specific Standards of Operation..... 39

7.4 Flight Training 39

7.3.1 Scope of Service 40

7.3.2 Minimum Standards..... 40



7.5 Independent Flight Instructor 40

 7.5.1 Scope of Service 41

 7.5.2 Minimum Standards..... 41

7.6 Aircraft Rental 41

 7.6.1 Scope of Service 41

 7.6.2 Minimum Standards..... 41

7.7 Aircraft Sales (New and/or Used) 42

 7.7.1 Scope of Service 42

 7.7.2 Minimum Standards..... 42

7.8 Specialized Aircraft Repair Services (Radios, Propellers, Instruments, Accessories, ULD’s, etc.)..... 42

 7.8.1 Scope of Service 43

 7.8.2 Scope of Service 43

7.9 Air Ambulance..... 43

 7.9.1 Scope of Service 43

 7.9.2 Minimum Standards..... 43

7.10 Specialized Commercial Flying Services..... 44

 7.10.1 8.10.1 Scope of Service 44

 7.10.2 Minimum Standards..... 44

8. MINIMUM STANDARDS FOR AIR CARGO..... 46

 8.1 Definition and Scope of Services..... 46

 8.2 Service Requirements 47

 8.2.1 Minimum Airplane Design Group Serviceability 47

 8.2.2 Handling Company Certifications and Qualifications 47

 8.2.3 Ownership, Manager, Staffing, and Employee Qualifications..... 47

 8.2.4 Hours of Operation 48

 8.2.5 Premises 48

 8.2.6 Insurance..... 48

9. WAIVER OF MINIMUM STANDARDS PROVISIONS 49

10. FAA REQUIRED LEASE PROVISIONS..... 50

Appendix A Insurance 52

1. INTRODUCTION

1.1 General Statement of Policy

These Minimum Standards for Commercial Aeronautical Service Providers are hereby adopted by the Greater Rockford Airport Authority (Authority) through its Board of Commissioners for the Chicago Rockford International Airport (RFD) this 26th day of January 2023. Notwithstanding the provisions herein, each Operator shall conduct its business and activities on and from its leased premises in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable federal, state, and local laws and regulations.

The Airport is owned and operated, by the Greater Rockford Airport Authority, a municipal corporation formed under Illinois Airport Authorities Act, and certain areas of the Airport are open to the public. The Airport is subject to certain federal obligations to operate in a financially self-sufficient manner and to make available to any persons, firms, or corporations the opportunity to engage in Commercial Aeronautical Activities at the Airport that satisfy a demonstrable need and that meet the Minimum Standards as established, adopted, and revised from time to time by the Authority. It shall be the policy of the Authority that any person, firm, or corporation wishing to provide Aeronautical Services to the public or conduct special Commercial Aeronautical Activities as defined herein at the Airport shall be given equal opportunity to compete without unjust discrimination for use of available Airport facilities pursuant to FAA Airport Improvement Program (AIP) Grant Assurance 22 *Economic Nondiscrimination*. The Authority has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity on the Airport.

These Minimum Standards establish the threshold entry requirements for those Operators wishing to engage in Commercial Aeronautical Activities at the Airport and were developed in accordance with FAA Advisory Circular 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, dated August 28, 2006. The Authority may make revisions and amendments to these Minimum Standards when the Authority deems them in the best interests of the Authority or the public, when business conditions at the Airport necessitate it, or when necessary to comply with FAA, Transportation Security Administration (TSA), or other governmental regulations.

Commercial Aeronautical Activities not addressed in the Minimum Standards are to be addressed by the Authority on a case-by-case basis in the Operator's written Agreement.

Except as permitted by federal law or FAA policy, nothing herein shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any Aeronautical Activity on the Airport. For purposes of these Minimum Standards, an exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

It is the intent of the Authority to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish the Authority's goals and promote successful commercial business operations at the Airport. The Executive Director is responsible for and is hereby empowered and authorized to enforce these Minimum Standards.

These Minimum Standards may be revised by the Board, or the authority to revise may be delegated, in whole or in part, to the Executive Director or assigned representative.

The establishment of these Minimum Standards does not alter the Authorities proprietary exclusive right to engage in the delivery of Aeronautical Services/Activities as it may deem at its sole discretion to be prudent and appropriate.

1.2 Amendments

These Minimum Standards may be revised by the Board, or the authority to revise may be delegated, in whole or in part, to the Executive Director or assigned representative.

These Minimum Standards may be supplemented, amended, or modified from time to time and in such a manner and to such extent as is deemed appropriate by the Authority.

The Authority may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time as is deemed necessary by the Authority.

1.3 Definitions

Defined words shall be construed as defined unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.4 Airport Assurances

As set forth by the Federal Aviation Administration (FAA), by way of the Airport Assurances, any airport developed with federal grant assurance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activities on reasonable terms and without unjust discrimination.

1.5 Effective Date

These Minimum Standards shall be in effect and shall remain in effect, unless repealed by the Authority, from the date of adoption by the Board of Commissioners.

1.6 Compliance with Regulatory Measures and Agreements

All Entities occupying, using, or developing Airport land or Improvements or engaging in an Aeronautical Activity shall comply, at the Entity's cost and expense, with all applicable

Regulatory Measures including, without limitation, those of federal, state, and local government and any other Agency having jurisdiction over the Airport, Entities operating at the Airport, and the activities occurring at the Airport.

1.7 Conflicting Regulatory Measures and Agreements

If a provision of these Minimum Standards is found to be in conflict with any provision of any applicable Regulatory Measure, or any provision of an existing Agreement (if provided for in Agreement) or future Agreement, the provision that establishes the higher or stricter standards shall prevail to the extent permitted by law.

1.8 Notices, Requests for Approval, Applications, and other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority to the attention of the Executive Director and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Permittee, or Non-Commercial Lessee pursuant to these Minimum Standards shall be in writing, signed by the Entity giving such notice shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt), and shall be deemed to have been given when delivered to the Authority or the current or perspective Operator, Permittee, or Non-Commercial Lessee at its principal place of business or such other address as may have been provided from time to time.

1.9 Variance or Exemption

Requests for variance or exemption shall be submitted in writing to the Authority to the attention of the Executive Director and must state the specific clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Authority and Airport (and other Entities at the Airport, users of the Airport, and the public), and identify the duration of the proposed variance exemption. Each variance or exemption shall be requested and approved or denied separately.

The Authority has the right, but is not obligated, to approve variances or exemptions to these Minimum Standards when a specific clause, section, or provision of these Minimum Standards may not be justified in a particular case because of special conditions or unique circumstances.

Prior to approving or denying variances or exemptions, the Authority shall conduct a review of all relevant information to include those items described in this Section 1.6 of the Minimum Standards as well as any other information that may be requested or required by the Authority.

Approval or denial by the Authority of a variance or exemption shall be provided in writing.

- a) If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
- b) An approval by the Authority of a variance or exemption shall not serve to supplement, amend, or modify these Minimum Standards.
- c) Requests for variance or exemption can be denied in accordance with Section 1.8 of these Minimum Standards.

1.10 Exclusive Rights

In accordance with the Airport Assurances given to the federal or state government by the Authority as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording any Operator any Exclusive Right, other than the exclusive use of the Leased Premises that may be leased to an Operator and then only to the extent provided in an Agreement.

The presence on an Airport of only one (1) Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified and experienced Entities.

Accordingly, those Entities who also desire to enter into an Agreement should neither expect nor request that the Authority exclude other Entities who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those Entities meeting the qualifications and experience requirements set forth in these Minimum Standards.

In addition, space and the Activity is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interest of the Authority and the public, as determined by the Authority in its sole discretion.

If the FAA determines that any provision of these Minimum Standards or any Agreement constitutes a grant of prohibited Exclusion Right, such provision or Agreement shall be deemed null and void.

1.11 Applicability

These Minimum Standards specify the standards and/or requirements that must be met by any Entity desiring to engage in Aeronautical Activities at the Airport.

- a) Throughout these Minimum Standards, the words “standards” or “requirements” shall be

understood to be modified by the word “minimum” except where explicitly stated otherwise. Any required determinations, interpretations, or judgements regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Authority. All Entities may exceed the applicable minimum standards or requirements as market conditions indicate. No Entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Authority’s discretion, meet these Minimum Standards.

These Minimum Standards shall apply to any Agreement or any amendment to any existing Agreement relating to the occupancy or use of land or Improvements for Aeronautical Activities at the Airport. If an Operator desires, under an existing Agreement, to change its Aeronautical Activities, the Operator shall fully comply with these Minimum Standards.

- a) These Minimum Standards shall not affect any Agreement executed prior to the date of promulgation of these Minimum Standards except as provided in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.
- b) These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards, nor prohibit the Authority from entering into or enforcing an Agreement that required an Operator to exceed these Minimum Standards.

If these Minimum Standards are amended all existing Operators shall become subject to the then current Minimum Standards upon the modification, amendment, extension, or renewal of an existing Agreement.

1.12 Business Activities

Subject to applicable orders, certificates, or permits of the FAA or its successor, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for a revenue-producing Commercial Aeronautical Activity to serve the public, who has not first complied with these Minimum Standards and the Rules and Regulations of the Authority and entered into a written Commercial Operating Agreement (COA) with the Authority.

1.13 Disputes

An Entity aggrieved by a decision of the Authority may appeal such decision to the Executive Director.

The Entity shall submit all disputes, of whatsoever nature or basis, in writing, to the Executive Director within 10 calendar days of the occurrence allegedly giving rise to such dispute. Any dispute not timely submitted to the Executive Director will not be considered.

The Executive Director shall respond to such written dispute within 30 calendar days of receipt of the dispute by either:

- a) Making a written determination with respect to the dispute, or
- b) Making a written request for additional information.

If requested, the Entity shall provide all Requested additional information within 10 calendar days of the date of the Executive Director's request, or the dispute is denied. If requested by the Executive Director, a meeting may be held. Thereafter, the Executive Director shall make a written determination with respect to the dispute within 30 calendar days after receipt of the additional information.

If the Operator has filed a dispute, the Operator shall diligently continue performance of its Agreement with the Authority regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.

1.14 Right and Privileges Reserved

In addition to the following reserved rights and privileges, the Authority reserves the rights and privileges outlined under federal or state Airport Assurances as such rights and privileges may be amended from time to time.

- a) The Authority reserves and retains the right for the use of the Airport by other Entities who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
- b) The Authority reserves the right to designate specific areas at the Airport for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- c) It is the policy of the Authority that any use, occupancy, construction, or modification of land and/or improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient development or use of the Airport. Nothing contained in these Minimum Standards shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, Permittee, or Non-Commercial Lessee.
- d) The Authority reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impact Entities that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Permittee, Non-Commercial Lessee, or any other Entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- e) The Authority reserves the right to prohibit any Entity from using the Airport, engaging in Activities at the Airport, and/or revoke or suspend any privileges granted to any

Operator, Permittee, or Non-Commercial Lessee upon determination by the Authority that such Operator, Permittee, or Non-Commercial Lessee has not complied with these Minimum Standards, applicable Regulatory Measures, regulations or directives issued by the Authority, or has otherwise jeopardized the safety or security Entities utilizing the Airport or the land and/or improvements located at the Airport.

- f) The Authority reserves the right to lease the Airport or portions thereof during war or national emergency to the United States Government for military use.
- g) The Authority is under no obligation to provide financing and/or make any enhancements to land and/or Improvements at the Airport to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Permittee, or Non-Commercial Lessee.
 - (1) The Authority is under no obligation to:
 - i. Pursue federal, state, or other funds to contribute to such development, or
 - ii. Provide matching funds if required to secure such funding.
- h) The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Authority to preserve the safety and security of the people who work at and use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.
- i) The Authority reserves the right to exercise proprietary exclusive rights when certain Aeronautical Activities are not provided on an Airport.
- j) The Authority may provide (or arrange the provision of) Aeronautical Activities without meeting these Minimum Standards, when the Authority is temporarily fulfilling some or all obligations of an Operator in default.

1.15 Grounds for Denial

The Authority may reject an Entity's proposal, request for variance or exemption for anyone (1) or more of the following:

- a) The Entity, for any reason, does not meet the qualification, standards, and requirements established by the Authority and/or these Minimum Standards.
- b) The proposed Activities and/or Improvements will create a safety or security hazard at or on the Airport.
- c) The granting of the proposal, request of variance or exemption will require the Authority to spend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Authority is unwilling and/or unable to spend and/or result in a financial loss or hardship to the Authority.
- d) The proposed Activities and/or Improvements will result in a financial loss or hardship to the Authority.
- e) Inappropriate, inadequate, or insufficient land/space exists at the Airport to accommodate the proposed Activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable period of time.
- f) The proposed Activities and/or Improvements do not comply with the Master Plan, FAA-approved ALP, or Master Site Development Plan currently in effect or anticipated to be in effect within the period of time proposed.

- g) The proposed Activities and/or Improvements will result in congestion of Aircraft, unduly interfere with Activities of existing Operator, Permittee, or Non-Commercial Lessee and/or prevent adequate access to the Leased Premises of any existing Operator, Permittee, or Non-Commercial Lessee, in the sole discretion of the Authority.
- h) The Entity has either intentionally or unintentionally misrepresented or omitted any pertinent information in a proposal, on an application, and/or in supporting documentation.
- i) The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- j) The Entity has a record of violating the Rules and Regulations of the Authority, or of any other airport(s), FAA regulations, or any other federal, state, or local statutes, laws, rules, or regulations.
- k) The Entity has defaulted in the performance of any Agreement with the Authority or other Airport(s). at the Airport or at any other Airport.
- l) The Entity does not, in the opinion of the Authority, exhibit adequate financial capacity or responsibility to undertake the proposed Activity and/or Improvements.
- m) The Entity cannot provide acceptable surety in the amount required by the Authority for the proposed Activity and/or Improvements.
- n) The Entity or an officer, director, or shareholder has been convicted of a felony.
- o) The Entity's proposed Activity and/or Improvements has been or could be detrimental to the Authority, the Airport, the Operators, Permittees, or Non-Commercial Lessees at the Airport, the users of the Airport, or the public.
- p) The Entity seeks terms and conditions which are inconsistent with the Authority's policies and/or as stated in any request for qualifications and/or proposals issues by the Authority.
- q) The Entity's interests and/or the proposed Activity and/or Improvements are inconsistent with the Airport' mission, vision, values, goals, or objectives, the best interest of the Authority, Airport Assurances, or the public.

2. DEFINITIONS

For purposes of these Minimum Standards, the following definitions shall apply:

Advisory Circular (or AC): A document issued by the FAA to help explain the intent of a Regulatory Measure, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related Regulatory Measure.

Aeronautical Services/Activities: Means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, air cargo operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

Agency: Any federal, state, or local governmental entity, unit, organization, authority, or agency.

Agreement: Means a written contract, executed by the Authority and an Operator, and enforceable by law, specifying the terms and conditions under which the Operator may conduct commercial aviation activities at the Airport. Such Agreements generally will recite the terms and conditions under which the activity will be conducted at the Airport, including but not limited to, the term of Agreement; rents, fees, and charges to be paid by the Operator; and the rights and obligations of the respective parties. The following terms may be substituted for the term "Agreement" – Aeronautical Activity Permit, Commercial Operating Agreement, Lease, or Concession.

Air Transportation Association of America (ATA): Association serving member Air Carriers through technical expertise, legal assistance, political arenas, etc.

Aircraft: Means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

Aircraft Design Group: A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

- a) Group I: Up to but not including 49 feet
- b) Group II: 49 feet up to but not including 79 feet
- c) Group III: 79 feet up to but not including 118 feet
- d) Group IV: 118 feet up to but not including 171 feet
- e) Group V: 171 feet up to but not including 214 feet

f) Group VI: 214 feet up to but not including 262 feet

Aircraft Fuel: Means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.

Aircraft Fueling Vehicle: Means any vehicle used for the transportation, delivery, and dispensing of Aircraft Fuel.

Aircraft Maintenance: The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe and powerplant, as described in 14 CFR Part 43.

Aircraft Movement Area: Means the runways, taxiways, and other areas of the airport utilized for taxiing, hover taxiing, air taxiing, and takeoff or landing of aircraft, exclusive of loading ramps, maintenance ramps and parking areas.

Aircraft and Passenger Liability: An insurance policy to cover liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Airport: Means Chicago Rockford International Airport located in Rockford, Illinois and all of the land area, buildings, facilities, and improvements within the exterior boundaries of such airport as it now exists, or as it may hereafter be extended, enlarged, or improved.

Airport Assurances: Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

Airport Layout Plan (or ALP): Means the FAA approved, and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or improvements to specific uses and/or development.

Airport Security Plan: Means the Transportation Security Administration (TSA) approved document, including any amendments or revisions thereto, that governs the provision of security at the Airport.

Airport Board of Commissioners (the Board): Means the Board is the governing body of the Authority and is comprised of; 3 commissioners appointed by Winnebago County, 2 commissioners appointed by the City of Rockford, 1 commissioner appointed the City Loves Park, and 1 commissioner appointed by the Village of Machesney Park.

Applicant: An Entity desiring to occupy or use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron: Those owned, leased, or managed Paved areas of the Airport within the Movement and Non-Movement Areas designated by the Authority for the loading or unloading of passengers or cargo or the servicing and/or parking of Aircraft.

Authority: Means Greater Rockford Airport Authority and/or the Greater Rockford Airport Authority Board of Commissioners.

Avgas or (Aviation Gasoline): Fuel commonly utilized to power piston-engine aircraft.

Certificate of Insurance: A certificate provided by and executed by an Operator's, Permittee's, or Non-Commercial Lessee's insurance company evidencing the insurance coverages of the Operator, Permittee, or Non-Commercial Lessee.

Code of Federal Regulations (or CFR): The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the United States Government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly.

Commercial: An Activity undertaken with the intent to generate and/or secure earnings, income, or Compensation (including exchange or barter of goods and services), and/or profit, whether or not such intents are accomplished.

Compensation: Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, guilty, etc.

Commercial Aeronautical Activity: Means an Aeronautical Activity for commercial purposes. A Commercial Aeronautical Activity also includes any third party or contract employee engaged in the performance of an Aeronautical Activity for compensation or hire at the Airport who is not an employee of a Fixed Base Operator a Specialized Aviation Service Operator, or a Air Cargo Handler. For purposes of this definition, "commercial purposes" is the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Commercial Through-the-Fence Operation: Means an Operator or entity that provides Commercial Aeronautical Activities to the public for compensation or hire but does not have an Agreement with the Authority and does not occupy space on Airport property. It is the policy of the Authority to not allow Commercial Through-the-Fence Operations at the Airport.

Contiguous Land: Land that shares an edge or boundary or is separated by no more than a Taxilane.

Co-Operative (Co-Op) Fueling: Means an organization formed by Aircraft Owners, air carriers or flight departments for Self-fueling purposes. It is the policy of the Authority to not allow Co-Op fueling at the Airport.

Entity (or Entities): Means a Person; firm; partnership; limited liability company; or corporation; proprietorship, association, or group; and includes any authorized trustee, receiver, assignee, or other similar representative of the previously noted business organizations.

Environmental Liability: An insurance policy to cover liability to include bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution, and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises and/or the Airport.

Environmental Protection Agency (or EPA): The Agency within the United States Government that has the responsibility for enforcing the environmental regulation or laws enacted by Congress. It was established by an act of Congress on December 2, 1970.

Equipment: All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right: A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one (1) or more Operators, but excluding other from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

Executive Director: Means the individual appointed by the Board of Commissioners to serve as the Chief Executive, or the person authorized by the Executive Director to act for or on behalf of the Executive Director, with respect to any particular matter.

Federal Aviation Administration: The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Fixed-Base Operator (FBO): Means any individual, firm, or corporation duly licensed and authorized by written Agreement with the Authority to operate, under strict compliance with such Agreement and pursuant to these Minimum Standards, to offer Aeronautical Services to the public at the Airport as set forth in Section 6 of these Minimum Standards.

Flight Training: Any use of an Aircraft to increase or maintain pilot or crewmember proficiency, including initial flight training.

Fuel: Any substance (solid, liquid, or gas) used to operate any engine in Aircraft, Vehicles, or Equipment.

Fuel Storage Area: Means any portion of the Airport designed temporarily or permanently by the Authority as an area in which aircraft fuel, motor vehicle fuel, or any other type of fuel or fuel additive may be stored.

Fueling or Fuel Handling: Means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from fuel storage areas, aircraft, vehicles, or equipment.

General Aviation: Means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

Hangars Keeper's Liability: An insurance policy that covers liability to include Property damage for all non-owned Aircraft under the care, custody, and control of Operator.

Improvements: Any item constructed, installed, or placed on, under, or above any land on the Airport. Examples include buildings, structures, facilities, pavement, fencing, gates, landscaping, etc.

Into-Plane: The Fueling of an Aircraft by a service provider utilizing fuel that is owned by the Aircraft owner or a third party. Under an Into-Plane arrangement, the service provider is compensated by the Aircraft owner or the third party for providing Fueling services only.

Jet Fuel: Fuel commonly utilized to power turbine-engine (Turboprop and Turbojet) Aircraft.

Leased Premises: The land and/or Improvements used exclusively under Agreement by an Operator or Non-Commercial Lessee for the conduct of the Operator's or Non-Commercial Lessee's Activities.

Lessee: An Entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities regardless of whether the interest in land is an estate for years or a usufruct.

Master Plan: An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective, adopted by the Authority, and approved by the FAA. The ALP is a part of the Master Plan.

Master Site Development Plan: A comprehensive plan that provides strategies for marketing, financing, and developing future aviation and non-aviation developments within the Airport boundaries. This plan addresses existing and future transportation linkages, multi-modal opportunities, building uses, building configurations, building areas and densities, road networks, wetlands and topography, utilities infrastructure, and regulatory and environmental considerations in an effort to create a realistic vision of the airport's potential with proper long-term development planning.

Minimum Standards: Means these Minimum Standards for Commercial Aeronautical Service Providers adopted by the Authority, as amended from time to time.

National Fire Protection Association (or FPA): All codes, standards, and rules contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial: Not for the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.

Owner: The Entity who has legal title or right to that which is owned.

Operator: Means either a Fixed Base Operator or a Specialized Aviation Service Operator, as applicable, or the Authority, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

Paved: Covered with asphalt or concrete that forms a firm level surface.

Permit: Means an administrative approval issued by the Authority to a person or company to conduct a Commercial Aeronautical Activity from facilities and locations where such services are authorized.

Permittee: An Entity who has a Permit to engage in a specific Commercial or Non-Commercial Activity, within the confines of the permit, at the Airport.

Personnel: Means persons who are employees of an Operator or who are contractually obligated to render services to the public on behalf of an Operator.

Property: Any tangible or intangible possession that is owned by an Entity.

Readily Available: Conveniently located, in close proximity, and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle: Any Vehicle used for the transporting, handling, or dispensing of Fuels, oils and lubricants.

Regulatory Measures: Federal, state, local, and Authority, laws, codes, ordinances, policies, resolutions, directives, Rules, and Regulations, Minimum Standards including, without limitation, those of the DOT, FAA, TSA, EPA, DHS, and NFPA; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station: A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Such facilities are certificated under 14 CFR Part 145.

Rules and Regulations: Means the policies, procedures, and regulations which may be established and amended from time to time by the Authority, to govern the safe, orderly, and efficient use of the Airport.

Security Plan: A document developed by Operators and Non-Commercial Lessees to ensure the safety and security of people and Property at the Airport.

Shall: The word “shall” is always mandatory and not merely directory.

Specialized Aviation Service Operator (SASO): Means a Commercial Aeronautical Activity or any entity that provides one (1) or more of Commercial Aeronautical Activities with exception of Aircraft Fuels (and lubricants) and passenger, crew, and Aircraft ground services, support, and amenities. Examples include Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, etc.

Spill Prevention, Control, and Countermeasures Plan (or SPCC): A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

State: Means the State of Illinois.

Sublease: An agreement entered into by an Entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and is enforceable by law.

Sublessee: An Entity that has entered into a Sublease with a Lessee.

Taxilane: The portion of the Aircraft parking area used for access between Taxiways and Aprons which is not considered Movement Area.

Tiedown: An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable tiedown points and equipment to facilitate Aircraft tiedown are located.

Transportation Security Administration (or TSA): The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States Transportation systems and ensure secure air travel. It was established by Aviation and Transportation Act passed on November 19, 2001.

Two-way Radio: Means a two-way communication system operated by a non-governmental entity that provides Airport advisory information.

Vehicle: Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicular Liability or Business Automobile Liability: An insurance policy that covers liability to include bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

3. GENERAL REQUIREMENTS

3.1 Introduction

Operators engaging in Aeronautical Activity(ies) at the Airport shall fully comply with or exceed the requirements of this section as well as the minimum standards applicable to the Operator's Activity(ies) at the Airport.

3.2 Experience/Capability

Each prospective Operator shall demonstrate, to the satisfaction of the Authority, that it is capable of consistently providing the proposed Commercial Aeronautical Activity in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the prospective Operator's aviation/business background and experience 's appropriate for the proposed Commercial Aeronautical Activities, and that the prospective Operator has the resources to realize its business objectives.

Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated business.

3.3 Agreement

No Operator shall engage in any type of Commercial Aeronautical Activity or service at the Airport without first obtaining a written Commercial Operating Agreement from the Authority authorizing such Commercial Aeronautical Activity in accordance with specifications established by the Authority. Agreements shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold. Agreements shall include all provisions required by law and obligations placed upon the Authority by all federal and State agencies and any other contracting provisions deemed necessary by the Authority.

Operators shall comply with applicable federal, State, and local laws, and all regulations, orders, certificates or Permits required by FAA, TSA, the Environmental Protection Agency, local fire regulations, and any other federal, State, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may change from time to time.

Each Operator shall conduct its business in a lawful and sanitary manner including, but not limited to, the timely handling and disposal of all solid waste, regulated waste, and other materials. The

piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon Airport property.

3.4 Payment of Rents, Fees, and Charges

Operators shall pay the rents, fees, or other charges specified by the Authority for engaging in Activities.

3.5 Leased Premises

Each Operator shall lease from the Authority, or provide under terms agreeable to the Authority, for its exclusive use, sufficient land and/or facilities for the services to be offered as set forth in these Minimum Standards or, otherwise, as required by the Authority for the type of services to be offered. Upon the written approval of the Executive Director, the minimum leasehold/acreage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity.

Each Operator shall lease or construct building space that will provide sufficient, adequate, and properly lighted and heated space for work areas, office spaces, storage, and a public waiting area that includes access to indoor restroom facilities and a public telephone to accommodate the services being provided. Upon written approval of the Executive Director, the minimum square footage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity for any in support construction, the following requirements must be complied with.

3.5.1 Leased Area Improvements/Construction/Alterations

Unless permitted by an existing agreement between the Authority and an Operator, no building, structure, tie-downs, ramps, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of the Authority.

Construction of any new Airport facilities shall be subject to all federal, State, and local rules and regulations, including local fire code, zoning, and building regulations. In the event of any construction, the Authority may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition.

The Authority shall approve all plans and specifications prior to construction, and a notice of proposed construction required by 14 CFR Part 77 is to be prepared by the Operator and submitted to the Executive Director for FAA coordination and approval. All constructed improvements shall revert to the ownership of the

Authority upon termination or expiration of the lease unless the Authority requires the improvements are to be demolished or otherwise removed by the Operator.

3.6 Products, Services, and Facilities

Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the Airport who wish to avail themselves of the Operator's services. It shall maintain and operate its business in a first-class manner and shall at all times keep its premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and reasonable satisfaction of the Authority.

Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated commercial service airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers of the Airport.

3.7 Non-Discrimination

Each Operator shall not discriminate against any person or class of persons of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted.

3.8 Licenses, Permits, Certifications, and Ratings

Operators shall obtain and require the employees obtain, at Operator's or employee's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the Authority or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operators shall provide copies of such licenses, permits, certifications, or ratings to the Authority within 10 business days.

Operators shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, all necessary or required licenses, permits, certifications, or ratings.

3.9 Employees

Each Operator shall provide a sufficient number of properly certificated, rated and/or trained personnel to carry out their assigned duties for each service provided. Multiple responsibilities

may be assigned to personnel to meet the requirements set forth herein. Where more than one activity is being provided by an Operator, multiple uses can be made of aircraft; except aerial applicator (agricultural) aircraft and those aircraft designated as exclusive use by FAA regulations.

Each Operator shall control the conduct, demeanor, and appearance of Operator's employees. It shall be the responsibility of the Operator to maintain close supervision over its employees to ensure that high quality products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and professional manner.

3.10 Equipment, Vehicles, and Facilities

Each Operator shall, at its sole expense, provide and maintain all equipment, vehicles, and facilities of the Operator, and shall provide the required services and level of performance as set forth herein. Each Operator's equipment, vehicles, and facilities must be fully operational, in compliance with applicable Regulatory Measures, and available at all times and capable of providing all required products and services in a manner consistent with their intended use.

Equipment and vehicles may be unavailable, from time to time, on a temporary basis for a reasonable time period, due to routine or emergency maintenance as long as the appropriate measures are being taken to return the equipment or vehicle to service as soon as possible and fully operational back-up equipment and vehicles are available at all times.

3.11 Hours of Activity

Each Operator shall make its services available to the public in accordance with the operating schedule described herein for each activity being provided.

Operator hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage approved in writing, in advance, by the Authority.

3.12 Security

Each Operator shall follow all security regulations and requirements established by the federal, State, and local governments and shall abide by all the applicable provisions of the Airport Security Plan, as amended from time to time. In addition, the Authority reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the business, and any employee, customer, contractor, or sub-lessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon to which area on the airfield or facility direct, unescorted access is required.

The Authority may exclude an individual from airport premises or suspend the authority of an Operator to conduct business at the Airport if the results of the STA and/or CHRC indicate that the individual poses a threat to the Airport, local community, State, or nation.

3.13 Insurance

Subject to existing agreements between the Authority and Operator, if any, each prospective Operator shall demonstrate to the Authority's satisfaction evidence of its ability to acquire and maintain insurance coverages as set forth in **Appendix A** for each particular type of Commercial Aeronautical Activity and as provided below:

Applicable insurance, including comprehensive general liability insurance covering the Operator and Authority against all legal liability for injures to persons (including wrongful death) and damages to property caused by Operator's use and occupancy of Airport premises or otherwise caused by Operator's activities or operations, shall be in force during the period of any construction of the Operator's facilities and/or prior to Operator's entry upon the Airport for the conduct of business.

Each Operator shall maintain fire, casualty, business interruption (in sufficient amounts to enable Operator to meet its rent obligations), flood and other appropriate types of coverage with insurers acceptable to the Authority, in such amounts as are acceptable to the Authority including hazard and extended coverage for all leasehold improvements (including building, parking lot, and utilities), chattels, furniture, fixtures, machinery and equipment located within Operator's Premises.

- a) Each Operator shall furnish evidence of compliance with the applicable law with respect to worker's compensation and unemployment insurance.
- b) The insurance company, or companies, writing the required policy, or policies, shall be qualified and licensed to transact business in the State of Illinois.
- c) All insurance that the Operator is required to carry and keep in force shall include the Authority, its officers, agents, and employees as named additional insured parties as well as a waiver of subrogation in favor of the Authority.
- d) Each Operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten days prior to any such changes, if the change results in a reduction of coverage, and not more than five days after such change if the change results in an increase in coverage.
- e) Where more than one Aeronautical Service is proposed, the minimum limits will vary, depending upon the nature of individual services, but will not necessarily be cumulative in all instances. For example, if 3 activities are chosen, it would not be necessary for the Operator to carry insurance policies providing the combined total of the minimum limits for each type of operation; however, if one of the selected activities required Passenger Liability coverage or hangar keeper's liability not required in either of the other two categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit of property damage on a combination

of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator following the submission of their application.

3.14 Indemnification and Hold Harmless

Each Operator shall protect, defend, and hold the Authority and its employees, agents, and contractors harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of Airport facilities, including use or occupancy of its premises or relating to its premises, including the injury or death of any person or damage to any property, any environmental matter, (including but not limited to expert, investigation, and/or remediation costs and expenses of any site remediation), any other acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, damage, or other liability may occur, unless such injury, death, damage, or other liability is caused by the sole negligence of the Authority, its agents, employees, tenants, or contractors.

3.15 Environmental Expectation

Each Operator shall comply with applicable environmental policies and regulations as may be required by the State of or adopted and/or amended by the Authority.

3.16 Multiple Activities

When more than one (1) Activity is conducted by the Operator at the Airport, the minimum standards or requirements shall be established by the Authority.

The minimum standards or requirements for combined Operator Activities shall not be:

- a) Less than the highest standard or requirement for each element (e.g., land, facilities, etc.) within the combined Activities, or
- b) Greater than the cumulative standards or requirements for all of the combined Activities.

4. APPLICATION

An application shall be made to the Authority for permission to carry on any Commercial Aeronautical Activity at the Airport. Three complete originally signed applications, as set forth herein, shall be delivered to the office of the Executive Director. The applications shall be in writing and in sufficient detail to discern the complete qualifications of the applicant to perform the proposed Commercial Aeronautical Activity and shall include, at a minimum, the following:

A description of the proposed business activity including:

- a) The name, address, electronic mail address, and telephone number of the applicant,
- b) A detailed description of the proposed Commercial Aeronautical Activity including the proposed date of commencement of the services and proposed hours of operation,
- c) The amount, size, and location of the land and/or facilities to be leased,
- d) Descriptions and cost estimates of any proposed capital improvements for the proposed site,
- e) The number and type of aircraft to be based, if applicable,
- f) The number of persons to be employed,
- g) An organizational chart listing the number of positions and staff to be assigned to the Airport including the professional and technical qualifications of personnel who will manage and/or operate the proposed business,
- h) The types and amounts of insurance coverage to be maintained for the proposed operation,

A current financial statement prepared by the Chief Financial Officer of the applicant and certified by an independent certified public accountant. The Authority shall consider financial statements in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public.

A written listing of the assets owned, leased, or being purchased that will be used in the business on the Airport. Copies of any relevant leases or purchase contracts shall be attached.

If applicable, a statement indicating experience in providing the specified services proposed to be offered at the Airport, including references from up to 3 individuals familiar with the applicant's ability to perform such services.

Copies of all licenses and Permits required by federal, State and/or local law for the conduct of the proposed business, including licenses and Permits required for any personnel who will manage or operate the business or who will perform any services in connection with the proposed business.

A written acknowledgement that the applicant will execute such forms, releases, or discharges as may be required by the FAA and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in aviation business. Applicant further authorizes the release of information in their files relating to the applicant or its current or proposed operation.

The application shall be signed and submitted by the owner of the business if a sole proprietorship; every partner if a partnership; every member if a liability company (LLC); and the President or CEO if a corporation.

The applicant shall agree to provide any additional information and material necessary or requested by the Authority to establish to the satisfaction of the Authority that the applicant can qualify and will comply with these Minimum Standards.

5. ACTION ON APPLICATION

After an application has been completed and material submitted in accordance with Section 4, the matter shall be considered first by the Authority which will make a recommendation to the Commission.

The Authority may deny any application if, in its sole opinion, it finds any one or more of the following:

- a. The applicant, for any reason, does not meet the qualification, standards, and requirements established by the Authority and/or these Minimum Standards.
- b. The applicants proposed Activities and/or Improvements will create a safety or security hazard at or on the Airport.
- c. The granting of the application will require the Authority to spend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Authority is unwilling and/or unable to spend and/or result in a financial loss or hardship to the Authority.
- d. The proposed Activities and/or Improvements will result in a financial loss or hardship to the Authority.
- e. Inappropriate, inadequate, or insufficient land/space exists at the Airport to accommodate the proposed Activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable period of time.
- f. The proposed Activities and/or Improvements do not comply with the Master Plan, FAA-approved ALP, or Master Site Development Plan currently in effect or anticipated to be in effect within the period of time proposed.
- g. The proposed Activities and/or Improvements will result in congestion of Aircraft, unduly interfere with Activities of existing Operator, Permittee, or Non-Commercial Lessee and/or prevent adequate access to the Leased Premises of any existing Operator, Permittee, or Non-Commercial Lessee, in the sole discretion of the Authority.
- h. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in a proposal, on an application, and/or in supporting documentation.
- i. The applicant has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- j. The applicant has a record of violating the Rules and Regulations of the Authority, or of any other airport(s), FAA regulations, or any other federal, state, or local statutes, laws, rules, or regulations.
- k. The applicant has defaulted in the performance of any Agreement with the Authority or other Airport(s). at the Airport or at any other Airport.
- l. The applicant does not, in the opinion of the Authority, exhibit adequate financial capacity or responsibility to undertake the proposed Activity and/or Improvements.
- m. The applicant cannot provide acceptable surety in the amount required by the Authority for the proposed Activity and/or Improvements.
- n. The applicant has been convicted of a felony.

- o. The applicant's proposed Commercial Aeronautical Activity and/or Improvements has been or could be detrimental to the Authority, the Airport, the Operators, Permittees, or Non-Commercial Lessees at the Airport, the users of the Airport, or the public.
- p. The Applicant seeks terms and conditions which are inconsistent with the Authority's policies and/or as stated in any request for qualifications and/or proposals issues by the Authority.
- q. The applicant's interests and/or the proposed Activity and/or Improvements are inconsistent with the Airport' mission, vision, values, goals, or objectives, the best interest of the Authority, Airport Assurances, or the public.

6. REQUIREMENTS AND MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)

The following shall apply to all applicants wishing to become an FBO at the Airport.

6.1 Definition and Scope of Services

An FBO is an Operator that has entered into a written Agreement with the Authority authorizing and enabling it to engage in the sale of aeronautical products, services, and subleasing of facilities required in accordance with this Section. Only FBOs shall be permitted to provide Fueling and Deicing services at the Airport.

An FBO shall provide at a minimum the following Commercial Aeronautical Activities at the Airport: Fueling (Jet A and Avgas) as described herein and line (ground) services to include:

- a. Aircraft marshaling, ramp parking, and tie-down assistance, including ramp personnel and vehicles and equipment as appropriate,
- b. Baggage handling and passenger/crew escorts to and from aircraft,
- c. Tie-down ropes, chains, and anchors,
- d. Aircraft towing services capable of moving Group III aircraft,
- e. Aircraft deicing and anti-icing services capable of servicing Group III aircraft,
- f. Nitrogen service for aircraft tires,
- g. Catering services, or the contracted arrangements therefore,
- h. Mobile ground power assistance capable of servicing Group III aircraft,
- i. Aircraft lavatory and cabin cleaning services,
- j. Aviation grade in-flight oxygen refills,
- k. On-site international trash and refuse processing,
- l. Passenger and crew customer service assistance and support to include rental car and ground transportation service,
- m. Aircraft storage,
- n. Facilitate and coordinate the US Customs and Border Patrol Port of Entry processing of FBS's international customers,

An FBO may provide additional Commercial Aeronautical Activities either directly or by contract with a third-party SASO. An FBO providing additional services, either directly or through a sub-lease or contractor arrangement, shall comply with the Minimum Standards for the listed SASO as set forth in Section 8. An FBO is to obtain written approval from the Authority prior to sub-leasing or entering into a contract arrangement with a SASO for the provision of additional Commercial Aeronautical Activities.

Each FBO shall furnish from its leased premises first-class, full-service operations serving the needs of the users of the Airport and shall, at all times, conduct its business and activities in a safe

and professional manner consistent with all FAA standards and applicable laws and regulations including these Minimum Standards.

6.2 Service Requirements

Each FBO shall meet or exceed the following minimum requirements:

6.2.1 Minimum Aircraft Design Group Serviceability

FBOs shall support and service Airplane Design Group III aircraft. Prior to engaging in the provision of services (aircraft fueling, deicing, cleaning, and ground support equipment maintenance) to scheduled and non-scheduled air carriers and/or air cargo operators, an FBO shall demonstrate in writing to the Executive Director and Airport Commission that it has sufficient premises, personnel, licenses and certifications, equipment, and insurance to engage in such activities.

6.2.2 Ownership, Manager, Staffing, and Employee Qualifications

Listed below are the requirements for the Ownership, Management, Staffing, and Employee Qualifications that an FBO must fulfill:

- a. Select and appoint a full-time manager for its operation at the Airport. Such manager shall be highly qualified and experienced and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the Airport during regular business hours and be available for meetings with Airport personnel upon forty-eight (48) hours prior notice. During the manager's absence, a duly authorized and qualified subordinate shall oversee the FBO and on Premises at the Airport,
- b. FBO must demonstrate 5 Years of continual FBO operations as an operator within the industry,
- c. Provide, at its sole expense, a sufficient number of, and properly trained, employees who are pleasant, neat, clean, and courteous in order to effectively and efficiently provide the Commercial Aeronautical Activities as herein authorized. Employees are to wear appropriate uniforms and badges to indicate the fact and nature of their employment,
- d. Control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained and possess technical qualifications and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. Multiple responsibilities may be assigned to employees where feasible,
- e. Provide to the Executive Director a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, a point-of-contact with phone numbers for emergency situations shall be provided to the Executive Director,
- f. All aircraft Fuel Handling personnel are to be trained in the safe and proper handling,

dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA approved safety training course in accordance with the latest version of FAA Advisory Circular 150/5230-4, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*, the National Air Transportation Association (NATA) “Safety First” Program or equivalent training program acceptable to the Authority. Fuel Handling personnel should also be familiar with current version of the National Fire Protection Association (NFPA) 407. All training records and qualifications shall be provided to the Authority upon request in accordance with 14 CFR Part 139.321.

6.2.3 Hours of Operation

Any FBO must be continually open for business and provide Fueling and line services for a period of time sufficient to serve the demands of customers operating at the airport. Required coverage is 24 hours a day, 7 days a week. Multiple responsibilities may be assigned to personnel to meet the requirements set forth herein. Exceptions to these minimum operating hours may be granted by the Executive Director for certain holidays, or when special circumstances, conditions, or events warrant a reduction in operating hours.

6.2.4 Premises

Any FBO must lease from the Authority a minimum of 2.0 acres of contiguous Airport land for the co-location of aircraft parking and servicing, a public use terminal building, automobile parking, hangar(s), and related structures and improvements thereon as more fully described below:

- a. A public use terminal building of at least 5,000 square feet to include properly lighted, heated, and air-conditioned building space to support the following services and activities:
 - (1) A convenient, comfortably furnished, public lobby waiting area with adjoining public restroom facilities,
 - (2) A customer service counter area equipped with two-way radio equipment to facilitate airborne customer requests as well as credit card transaction equipment capable of accepting one or more national bank and major oil company credit cards for Aircraft Fuel, line, and related services,
 - (3) A discreet properly equipped flight planning work area complete with telephone and weather service communication links,
 - (4) Pilot’s lounge and rest areas,
 - (5) Offices,
 - (6) A public conference room,
 - (7) A discrete snack food and beverage concession area offering adequate seating and tables and equipment to dispense a selection of hot and cold beverages and pre-packaged snacks, and
 - (8) Complimentary wireless public internet access (Wi-Fi)

- b. A minimum 10,000 square foot hangar of adequate dimensions to accommodate

- storage of Airplane Design Group II aircraft or greater,
- c. An aircraft apron comprised of at least 2.0 acres of paved area for parking, tie-down, and maneuvering of aircraft. The aircraft apron shall be constructed to engineering standards for the current Airplane Design group aircraft at the Airport as defined in the existing Airport Layout Plan. Aircraft apron space may be leased from the Authority or constructed by the Operator,
 - d. Customer and employee parking as required by local building and zoning code requirements of the Authority.

6.2.5 Fuel and Lubricants

Provide the sale and into-plane delivery of common and recognized brands of Aircraft Fuel, lubricants and other aviation petroleum products. Provide, store, and dispense Jet A and 100LL aviation gasoline as specified herein. Provide, store, and dispense motor fuels necessary to operate ground service equipment required for commercial airline operations and/or other SASOs and FBOs on the Airport. Provide and supply aviation fuel spill kits on the premises for use in the event of a release or discharge of fuel onto paved surfaces of the Airport. Pay a fuel flowage fee as the same may be regularly established from time to time by the Authority for all aircraft fuels sold at the Airport. Provide monthly fuel reports, including total gallons of fuel delivered to the FBO by type and category, to the Executive Director.

Fuel delivered, stored, or dispensed by FBO shall fully comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

6.2.6 Aircraft Fuel Storage Area

An FBO, at its own expense must, lease or build, and install, maintain, and manage; a Fuel Storage Area suitable to store a total of 50,000 gallons of fuel in a location as approved by the Executive Director, with safety features, and filtration systems to ensure Aircraft Fuel quality. Ensure that all Aircraft Fuel is delivered clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Aircraft Fuel is the sole responsibility of the FBO. The Fuel Storage Area shall have proper signage to identify hazards and no smoking.

The Fuel Storage Area shall include one 100LL Avgas tank with a minimum of 10,000 gallon capacity and Jet-A tanks with a 40,000 gallon capacity. Filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel shall be provided. Fuel Storage Area design, construction, and operations shall conform to the Rules and Regulations as well as all applicable federal, State, and local laws and regulations including but not limited to the National Fire Protection Association, Air Transport Association (ATA) Specification 103 – *Jet Fuel Quality at Airports*, Environmental Protection Agency, and State regulations pertaining to Aircraft Fuel spill prevention and containment measures. The FBO shall develop and

maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control Plan, a copy of which shall be provided to the Authority no later than 30 days prior to commencing operations and anytime the document is updated. The Authority shall have the authority and right to inspect the Fuel Storage Area in accordance with 14 CFR Part 139.327. Aircraft Fuel inventories shall be monitored in accordance with all applicable federal, State, and Local standards. The location and design of Aircraft Fuel Storage Areas shall:

- a. Not penetrate any 14 CFR Part 77 surfaces,
- b. Not penetrate any object-free areas, runway protection zones, or runway safety areas,
- c. Not interfere with Airport operations,
- d. Be located behind the Airport building restriction line,
- e. Meet all applicable National Fire Protection Association Codes,
- f. Have a containment area for all delivery trucks for the facility that shall meet current applicable codes and regulations,
- g. Be located in the designated “Future Fuel Farm” area on the ALP.

Also, FBOs must submit preliminary engineering drawings, to include the location and layout of the Aircraft Fuel Storage Area to the Authority for approval. Following the written approval of the preliminary engineering drawings and location and layout of the Aircraft Fuel Storage Area by the Authority, the FBO shall submit stamped engineering drawings along with the following Permits and plans prior to receiving approval for construction:

- a. Any required City Permits,
- b. National Pollutant Discharge Elimination System Permits,
- c. A Spill Prevention, Countermeasures, and Control Plan.

Upon completion of construction of the Aircraft Fuel Storage Area, the FBO shall have the facility inspected by the Authority prior to bringing the facility online and submit to the Authority as-built drawings. The Authority’s inspection shall be solely for the Authority’s benefit and shall not be deemed to be a representation or warranty that the facility is in compliance with and federal, State, or local laws, ordinances, rules or regulations.

The location of the Fuel Storage Area is not required to be contiguous to the Leased Premises described in Paragraph 2) (d) of this Section.

6.2.7 Aircraft Fueling Vehicles

Provide the necessary number of Aircraft Fueling Vehicles to meet a minimum dispensing capability of 20,000 gallons.

All aircraft fueling vehicles dispensing jet fuel shall have over the wing and single point servicing capability, shall be in good working condition, and shall be fully compliant with NFPA Section 407 and ATA Specification 103. The Authority shall have the authority and right to inspect Aircraft Fueling Vehicles in accordance with 14 CFR Part 139.327.

6.2.8 Into-Plane

Any Entity desirous of providing Into-Plane must meet the requirements of an FBO at the Airport.

- a. Since FBOs are not required to provide Into-Plane, the Authority reserves the right to establish, in the future, separate Into-Plane minimum standards to meet the future needs of air carrier operations.

FBOs engaging in Into-Plane must comply with ATA Specification 103 or equivalent aviation fuel and vehicle maintenance minimum standards.

- a. Additional Fuel Storage:
 - (1) FBO fuel storage facility shall have the capacity of 40,000 gallons of aviation Jet Fuel for Aircraft being serviced for Into-Plane Fueling.
 - (2) Any additional Fuel storage facility and/or capacity must be approved by the Authority.
 - (3) FBO must comply with all provisions outlined in Section 7.2.5, as it applies to Into-Plane.
- b. Fueling Equipment
 - (1) FBO shall have two (2) Jet Fuel Refueling Vehicles each having a capacity of 10,000 gallons.
 - (2) FBO must comply with all provisions outlined in Section 7.2.7, as it applies to Into-Plane.
- c. Employees
 - (1) FBO shall have sufficient number of properly trained and qualified line service technicians (FBO Employees) to provide Into-Plane in addition to the requirement set forth in Section 7.2.2.

6.2.9 Assistance to Disabled Aircraft

Provide on its own or by contract with a qualified 3rd party, as approved by the Executive Director, sufficient equipment, and trained personnel to remove disabled aircraft from the Aircraft Movement Area in a safe and timely manner. Have available suitable tractors, tow bars, jacks, dollies, and other equipment as needed to remove Airplane Design Groups I-II and contract services for aircraft designated Group III or greater. The aircraft owner will be responsible for compensating the FBO for any assistance provided to address and remove the disabled aircraft.

6.2.10 Insurance

Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7 MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

Specialized Aviation Service Operators (SASOs) shall consist of one or more of the following services and activities and shall comply with the Minimum Standards described in this Section.

7.1 Aircraft Airframe and Engine Maintenance and Repair

7.1.1 Scope of Services

An aircraft and airframe engine maintenance and repair Operator is a person or persons, firm, or corporation providing one or a combination of airframe and power plant overhaul and repair services. This category of Aeronautical Services also includes the sale of aircraft parts and accessories.

7.1.2 Minimum Standards

Operators servicing Piston engine aircraft only shall provide:

- a. A minimum of 3,000 square feet of contiguous space meeting local code requirements to accommodate a hangar, shop, equipment, and parts storage space as well as adequate space for offices, public restrooms, and a customer lounge,
- b. Sufficient automobile parking space in accordance with local building and zoning code requirements,
- c. An aircraft parking apron with taxiway access, sufficient for the parking, staging, and maneuvering of two Airplane Design Group II aircraft.

Operators servicing aircraft up to and including Turbines, shall provide:

- a. A minimum of 5,000 square feet of contiguous space meeting local code requirements to accommodate a hangar, shop, equipment, and parts storage space as well as adequate space for offices, public restrooms, and a customer lounge,
- b. Sufficient automobile parking space in accordance with local building and zoning code requirements,
- c. An aircraft parking apron with taxiway access, sufficient for the parking, staging, and maneuvering of three Airplane Design Group II aircraft.

Operators conducting turboprop and/or turbine Aircraft Maintenance shall be properly certified as a 14 CFR Part 145 Certified Repair Station.

All operators must:

- a. Provide sufficient equipment and supplies and have access to the parts necessary to perform the repairs and to recertify each aircraft being repaired,
- b. Comply with all FAA regulations as they apply to the type of work being performed, parts utilized, and certifications required,

- c. Have the premises open and services available 8 hours daily, 5 days a week,
- d. Provide within a reasonable period of time (not greater than one hour) staffing on a call-back basis to address after-hour requests for service from customers,
- e. Employ and have on duty during the appropriate business hours, not less than 1 person who possesses the appropriate FAA certificate(s) for the work being performed as set forth in this category of services,
- f. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.2 Aircraft Charter or Aircraft Management Operator

7.2.1 Scope of Services

An Air Charter Operator engages in the business of providing on-demand common carriage air transportation (persons or property) to the general public for hire, on a prearranged basis as defined under 14 CFR Part 135. An Aircraft Management Operator is an Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance to the general public.

7.2.2 Minimum Standards

Operators shall provide:

- a. A minimum of 3,600 square feet of space meeting local code requirements to accommodate a hangar for storage of aircraft,
- b. Adequate space for offices, public restrooms, and a customer lounge and meeting local code requirements,
- c. Sufficient automobile parking space in accordance with all applicable zoning ordinances and building codes for the City,
- d. A paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking of Airplane Design Group II aircraft.

For Aircraft Charter Operators, hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.

All operators must:

- a. Have and maintain during the term of the tenancy at the Airport, proper licenses and shall operate in conformance with all appropriate FAA regulations,
- b. Have the premises open and services available to the public 8 hours daily, 6 days per week, but shall provide “on-call” services 24 hours daily, 7 days a week,
- c. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 FAA-certificated commercial pilot and otherwise appropriately rated

- to permit the flight activity offered by the Operator,
- d. Have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation,
 - e. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.3 Commercial Hangar Operator

7.3.1 Scope of Service

A commercial hangar operator develops, owns, and/or leases facilities for the purpose of subleasing conventional and/or T-type hangars and tie-down areas to the general flying public.

7.3.2 Specific Standards of Operation

Commercial Hangar Operators must:

- a. Construct buildings in accordance with design, zoning, and construction standards required and established by the City for the facility or activity involved,
- b. FBOs seeking to construct conventional multi-aircraft hangars shall lease from the Authority sufficient land to construct a minimum 10,000 square foot hangar
- c. SASOs seeking to construct conventional multi-aircraft hangars shall lease from the Authority sufficient land to construct a minimum 8,000 square foot building,
- d. For T-type hangars, Operators shall lease sufficient land from the Authority to construct a minimum of 6 units per building,
- e. Construct a paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking and maneuvering of three Airplane Design Group I aircraft,
- f. Provide a sufficient number and type of fire extinguishers for building(s) as required by federal, State, and local laws and regulations and towing equipment capable of maneuvering aircraft to and from the hangar,
- g. Provide sufficient customer and employee parking as required by local code and zoning requirements of the City,
- h. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

The lease of Authority-owned Airport property to an entity, or entities for the purpose of constructing and/or occupying a hangar for the non-commercial storage of aircraft is not considered a Commercial Aeronautical Activity and is not subject to these minimum standards. Said premises are not to be used for any business or purpose other than that authorized by the Authority.

7.4 Flight Training

7.3.1 Scope of Service

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

7.3.2 Minimum Standards

The Minimum Standards for this section are as follows:

a. **14 CFR Part 61 Flight Training Operators**

Premises for Operators providing flight instruction services in accordance with 14 CFR Part 61, shall include adequate office space, classroom, and a flight planning area with equipment, phones, public restrooms, two aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local zoning and building code requirements. In addition, these Operators shall have available for use in flight training, either owned or under written lease, at least two aircraft properly certificated to handle the proposed scope of operation; at least one of which shall be equipped and capable of use in instrument flight instruction.

b. **14 CFR Part 141 Flight Training Operators**

Operator's premises shall include 7,000 square feet of building space consisting of adequate hangar storage area, briefing areas, office space, classroom, flight simulator areas, kitchen, flight planning area with equipment, phones, and public restrooms. In addition, 4 aircraft tie-down spaces for Airplane Design Group I aircraft and sufficient customer and employee parking as required by local zoning and building code requirements is to be provided. In addition, these Operators are to have available for use in flight training, either owned or under written lease, at least 2 aircraft properly certificated to handle the proposed scope of operation, at least two of which shall be a four-place aircraft equipped and capable of use in instrument flight instruction.

c. Operators conducting 14 CFR Part 141 Flight Training Operations are to be properly certified by the FAA

d. Flight Training Operators shall have the premises open and services available to the public 8 hours daily, 5 days each week, weather permitting.

e. Flight Training Operators shall employ at least one flight instructor who has been properly certificated by the FAA to provide the type of instruction being offered.

f. Flight Training Operators shall procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.5 Independent Flight Instructor

7.5.1 Scope of Service

Independent flight instructors will be permitted to provide aircraft flight instruction at times of his or her choosing without meeting the requirements of Sub-paragraph 4 of this section. This Permit allows instruction only to those receiving instruction in their own aircraft or for specialized flight instruction not provided by an FBO or Flight Instruction SASO.

7.5.2 Minimum Standards

The Minimum Standards for this section are as follows:

- a. Operator shall obtain a City Business License in accordance with City Code as well as register to do business in the State of Illinois with the Illinois Secretary of State,
- b. Operator shall demonstrate to Executive Director that he/she has secured adequate non-public office space on the Airport to conduct the proposed activity,
- c. Operator shall obtain from the Executive Director an Independent Flight Instructor's Airport Business Permit which requires:
 1. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of training offered,
 2. Proof of a City Business License and Secretary of State registration,
 3. Written assurance that adequate public liability and property damage insurance is provided in such amounts as required by the Authority to protect the operation and Authority from legal liabilities resulting from this activity,
 4. A Certificate of Insurance,
 5. Written assurance that all federal, State, and local laws, rules and regulations will be complied with at all times,
 6. Written assurance that not more than forty (40) hours of flight instruction will be provided in any one (1) month.

7.6 Aircraft Rental

7.6.1 Scope of Service

An Aircraft Rental Operator is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

7.6.2 Minimum Standards

The Minimum Standards for this section are as follows:

- a. Operators shall provide adequate office space, flight planning area with equipment, phones, public restrooms, two aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements,
- b. Have available for rental, either owned or under written lease to Operator, two certified and currently airworthy aircraft, one of which shall be equipped for, and capable of, flight under instrument flight rules,
- c. Have the premises open and services available a minimum of 8 hours daily, 5 days a week,

- d. Employ and have on duty during the required operating hours, trained personnel in such number as are required to meet the Minimum Standards in an efficient manner to dispatch the rented aircraft,
- e. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.7 Aircraft Sales (New and/or Used)

7.7.1 Scope of Service

An Aircraft Sales Operator is a person engaged in the sale of new and/or used aircraft through franchises, or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by said Operator.

7.7.2 Minimum Standards

The Minimum Standards for this section are as follows:

- a. Operators shall provide adequate office space, lounge, public restrooms, two aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements of the Authority. If Operator utilizes a hangar that can store Operator's entire fleet, no paved tie-downs are required,
- b. Provide necessary and satisfactory arrangements for the repair and servicing of aircraft, for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another Operator at the Airport,
- c. Provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted,
- d. Have available at least one fully-assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold,
- e. Have the premises open and services available 8 hours daily, 5 days a week,
- f. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet these requirements in an efficient manner, but never less than one person having a current pilot certificate with appropriate ratings for the operation being conducted,
- g. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.8 Specialized Aircraft Repair Services (Radios, Propellers, Instruments, Accessories, ULD's, etc.)

7.8.1 Scope of Service

A specialized aircraft repair services Operator is an FAA-certified person or persons, firm, or corporation engaged in a business repairing aircraft radios, propellers, instruments, and/or accessories for general aviation aircraft. This category includes the sale of new and/or used aircraft radios, propellers, instruments, and accessories.

7.8.2 Scope of Service

All operators, who fall under this section, shall comply with the following:

- a. Operator shall provide sufficient space to include:
 1. An appropriate amount of space meeting local code requirements for repair and shop activities, aircraft, equipment, and parts storage, to include a minimum of 3,600 square feet of hangar space for services that require the inside storage of aircraft,
 2. Adequate space for offices, public restrooms, and a customer lounge,
 3. Sufficient automobile parking space in accordance with local building and zoning code requirements,
 4. A paved aircraft parking ramp with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
- b. Obtain and maintain, as a minimum, the repair station certificates required by FAA that are applicable to the operation or operations contemplated. The Operator may furnish one or, if desired, any combination of the services listed above,
- c. Have the premises open and services available to the public 8 hours daily, 5 days each week,
- d. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than one person who meets the requirements of the appropriate FAA repairman certification and one other person who need not be rated by the FAA,
- e. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.9 Air Ambulance

7.9.1 Scope of Service

A specialized commercial aircraft Operator providing a fixed and/or rotary wing aircraft as well as trained pilots and medical professionals capable of offering medical care and air transportation to sick or injured persons.

7.9.2 Minimum Standards

Air Ambulance Operators shall comply with the following:

- a. Operators shall provide sufficient space to include:
 1. An appropriate amount of space meeting local code requirement for repair and shop activities, aircraft, equipment, and parts storage, to include a minimum of 3,600 square feet of hangar space for services that require the inside storage of aircraft,

2. Adequate space for offices, crew quarters, equipment storage, and a waiting area,
 3. Sufficient automobile parking space in accordance with local building and zoning code requirements,
 4. Sufficient paved parking area to accommodate an ambulance type ground vehicle a paved aircraft parking ramp, with taxiway access, sufficient for the parking and maneuvering of the aircraft to be utilized by Operator.
- b. Provide a physician, registered nurse or emergency medical technician on an “on-duty” basis, as may be required for individual cases,
 - c. Provide one pilot with appropriate FAA certificates on duty full time during normal business hours which shall be eight (8) hours per day, six (6) days a week. Back-up pilots shall be on call during other hours,
 - d. Maintain current licenses and Permits required by federal, State or local governments for the provision of the proposed medical services. Copies of all required certificates, Permits, licenses, and FAA inspections shall be submitted to the Executive Director,
 - e. Provide at least one Aircraft, specifically designed and equipped to transport medical patients for emergency flights, as well as normal treatment transportation. Such Aircraft shall be owned by or available pursuant to a written agreement. A backup Aircraft is to be made available for use when Commercial Operator’s Aircraft is not available for use or is out of service for any reason,
 - f. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

7.10 Specialized Commercial Flying Services

7.10.1 8.10.1 Scope of Service

A specialized commercial flying services Operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the activities listed below:

- a. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius of the Airport,
- b. Aerial application including crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.,
- c. Banner towing and aerial advertising,
- d. Aerial photography or survey,
- e. Firefighting,
- f. Power line or pipeline patrol,
- g. Any other operations specifically excluded from 14 CFR Part 135.

7.10.2 Minimum Standards

Specialized Commercial Flying Service Operators shall comply with the following:

- a. Shall provide sufficient space to include adequate building space and/or land area to meet the requirements of the operation at the Airport subject to the approval of the

- Authority,
- b. Provide and have based at the Airport, either owned or through written lease to the Operator, at least one aircraft which will be airworthy, meeting all the requirements of the FAA and applicable regulations of the State with respect to the type of operations to be performed,
 - c. Comply with all applicable City, State, and federal laws and regulations. Maintain adequate written records to show compliance with said regulations and make the records available to the Authority or its representatives for inspection in a reasonable and timely manner,
 - d. Employ trained personnel in such numbers as may be required to meet these Minimum Standards in an efficient manner. All flight crews shall meet all applicable FAA regulations pertaining to the type of flights conducted,
 - e. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**,
 - f. Crop-dusting or other aerial chemical application services will be permitted to operate at the Airport, if the Operator obtains authorization from the Executive Director which requires:
 - 1. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of aircraft to be operated,
 - 2. Proof of a City of Rockford Business License if required and Illinois Secretary of State registration to do business in Illinois,
 - 3. Written assurance that adequate public liability and property damage insurance is provided in such amounts as required by the Authority to protect the operation and Authority from legal liabilities resulting from this activity,
 - 4. Written assurance that all federal, State, and local statutes, rules and regulations will be complied with at all times,
 - 5. Written assurance that the applicant has read and agrees to abide by the Airport's "Spill Prevention Control or Countermeasures Plan,"
 - 6. Written assurance that aerial agricultural operations will be limited to less than 5 days per month.

Crop-dusting or other aerial chemical application Operators shall make suitable arrangements and have such space available within their leased premises for the safe loading, unloading, and storage and containment of chemical materials in accordance with all federal, State, and local statutes, rules, and regulations.

8. MINIMUM STANDARDS FOR AIR CARGO

8.1 Definition and Scope of Services

An Air Cargo Handler is an Operator that has entered into a written Agreement with the Authority authorizing and enabling it to engage in the sale of aeronautical services and facilities required in accordance with this Section. Air Cargo Handlers shall not be permitted to provide Fueling and Deicing services at the Airport.

An Air Cargo Handler shall provide at a minimum the following Commercial Aeronautical Activities at the Airport:

- a. Aircraft marshaling, ramp parking, including ramp personnel and vehicles and equipment as appropriate,
- b. Cargo handling and passenger/crew escorts to and from aircraft,
- c. Aircraft towing services capable of moving Group IV aircraft,
- d. Aircraft offloading and uploading,
- e. Build up and break down of air cargo,
- f. Storage of air cargo,
- g. Air cargo clearance,
- h. Maintain CBP bonded facility,
- i. Catering services, or the contracted arrangements therefore,
- j. Mobile ground power assistance capable of servicing Group III aircraft,
- k. On-site international trash and refuse processing,
- l. Crew customer service assistance and support to include rental car and ground transportation service,
- m. Facilitate and coordinate the US Customs and Border Patrol Port of Entry process.

An Air Cargo Handler shall own and maintain at minimum the following Ground Support Equipment:

- a. (1) 40K, Main deck loader,
- b. (1) 15K, Lower deck loader,
- c. (4) Cargo tugs,
- d. (40) Standard cargo dollies,
- e. (4) 20' cargo dollies,
- f. (1) Pushback tractor,
- g. (1) Universal towbar,
- h. (2) Air/crew stairs.

An Air Cargo Handler may not provide additional Commercial Aeronautical Activities either directly or by contract with a third-party SASO. Only an FBO may provide additional services,

either directly or through a sub-lease or contractor arrangement and shall comply with the Minimum Standards for the listed SASO as set forth in Section 1-8.

8.2 Service Requirements

Each Air Cargo Handler shall meet or exceed the following minimum requirements:

8.2.1 Minimum Airplane Design Group Serviceability

Each shall support and service Airplane Design Group IV aircraft to scheduled and non-scheduled air cargo operators, handling company shall demonstrate in writing to the Executive Director and Airport Board of Commissioners that it has sufficient premises, personnel, licenses and certifications, equipment, and insurance to engage in such activities.

8.2.2 Handling Company Certifications and Qualifications

- a. ISAGO (IATA Safety Audit for Ground Operations) certification,
- b. TAPA (Transported Asset Protection Association) certification,
- c. GDP (Good Distribution Practices) of,
- d. SMS (Safety Management System) of ICAO Annex 19,
- e. QMS (Quality Management System),
- f. Documented Training of all the above certifications/programs,
- g. Local TSA mandated training programs for security personnel,
- h. USDOT/FAA approved Dangerous Goods Training program for several categories of personnel based on their job responsibilities.

8.2.3 Ownership, Manager, Staffing, and Employee Qualifications

Any Air Cargo Handler shall comply with the following in order to be in compliance with these Minimum Standards:

- a. Select and appoint a full-time manager for its operation at the Airport. Such manager shall be highly qualified and experienced and be vested with full power and authority to act in the name of the handling company with respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the Airport during regular business hours and be available for meetings with Airport personnel upon forty-eight (48) hours prior notice. During the manager's absence, a duly authorized and qualified subordinate shall oversee the operation on Premises at the Airport,
- b. Must demonstrate 5 Years of continuous air cargo operations as an operator within the industry,
- c. Provide, at its sole expense, a sufficient number of, and properly trained, employees who are pleasant, neat, clean, and courteous in order to effectively and efficiently provide the Commercial Aeronautical Activities as herein authorized. Employees are to wear appropriate uniforms and badges to indicate the fact and nature of their employment,
- d. Control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained and possess technical qualifications and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. Multiple responsibilities may be assigned to employees where feasible,

- e. Provide to the Executive Director a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the handling company. In addition, a point-of-contact with phone numbers for emergency situations shall be provided to the Executive Director.

8.2.4 Hours of Operation

Air Cargo Handlers must be continually open for business and provide Fueling and line services for a period of time sufficient to serve the demands of customers operating at the airport. Require coverage 24 hours a day, 7 days a week.

8.2.5 Premises

Air Cargo Handlers must lease from the Authority a minimum of 1.0acre of contiguous Airport land for the co-location automobile parking, warehouse, and related structures and improvements thereon as more fully described below:

- a. A Cargo handling space of at least 25,000 square feet to include properly lighted, heated, building space to support the following services and activities:
 - (1) a customer service counter area equipped with two-way radio equipment to facilitate shipping customer requests as well as credit card transaction equipment capable of accepting one or more national bank,
 - (2) offices,
 - (3) a conference room,
 - (4) sufficient floor space for the buildup and break down of air cargo.
 - (5) dock doors to support the loading and unloading of air cargo from tractor trailers
- b. Access to an aircraft apron for the current Airplane Design group aircraft at the Airport as defined in the existing Airport Layout Plan. Aircraft apron space may be leased, or usage fees assessed from the Authority or constructed by the Operator,
- c. Customer and employee parking as required by local building and zoning code requirements of the Authority.

8.2.6 Insurance

Any Air Cargo Handler must procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance listed in **Appendix A**.

9. WAIVER OF MINIMUM STANDARDS PROVISIONS

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, responding to natural disasters, or performing fire prevention or fire-fighting operations. The Authority also may waive any of these Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the Airport and the public, and such waiver will not result in unjust discrimination against similarly situated aeronautical users and/or service providers at the Airport.

Consistency with FAA Airport Improvement Program (AIP) grant assurances and the FAA Airport Revenue Use Policy is to be considered by the Authority when reviewing a possible waiver of all or any portion of these Minimum Standards.

10. FAA REQUIRED LEASE PROVISIONS

Each Agreement shall contain the following provisions regarding exclusive rights, subordination, emergency leasing to the United States, non-discrimination, and federal grant assurances. The language for these provisions is as follows:

- a. No Exclusive Right. Nothing herein contained shall be construed to permit, grant, or authorize the granting of any exclusive right forbidden by 49 U.S.C. § 40103(e), and §§ 47101 et seq., as those provisions may be amended from time to time.
- b. Emergency Lease to the United States. During times of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft (or their contractor), in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

- c. Non-Discrimination. Each Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

Each Operator for itself, its personal representatives, successors in interest, and assignees hereby agrees that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- c. That the premises are to be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended,



- d. The Operator agrees to include the above statements in any subsequent lease agreements that it enters and cause those businesses to similarly include the statements in further agreements,
- e. In the event of breach of any of the above non-discrimination covenants, the Authority shall have the right to terminate the Agreement and re-enter and repossess the Premises and hold the Premises as if the Agreement had never been made or issued,
- f. Subordination. This Agreement is subordinate to the provisions of any and all existing and future Agreements between the Authority and the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.



Appendix A Insurance

Activity	Comprehensive General Liability (Aircraft/General Premises/ Products/ Operations) (Combined Single Limit)	Student/ Renter Liability	Hangar Keeper's Liability (Combined Single Limit)	Comprehensive Auto/Fuel Truck Liability (Combined Single Limit)	Environmental Impairment Liability (Each Occurrence)	Statutory Workman's Compensation Insurance
Aircraft Sales	\$1,000,000		\$1,000,000			Statutory Limits Required by State
Aircraft Airframe/ Engine Maintenance & Repair	\$5,000,000		\$1,000,000	\$10,000,000	\$3,000,000	Statutory Limits Required by State
Aircraft Rental	\$1,000,000	\$100,000 Combined Single Limit; Passenger Limited to \$100,000				Statutory Limits Required by State
Flight Training	\$1,000,000	\$100,000 Combined Single Limit; Passenger Limited to \$100,000				Statutory Limits Required by State
FBO	\$25,000,000 (Premises – no general limit aggregate) \$10,000,000 (Products) \$10,000,000 (Refueling) *If refueling airlines, limits are to be increased to \$50,000,000		\$1,000,000	\$25,000,000	\$3,000,000	Statutory Limits Required by State
Specialized Aircraft Repair	\$5,000,000		\$1,000,000	\$10,000,000	\$3,000,000	Statutory Limits Required by State
Aircraft Charter & Commercial Operator	\$5,000,000		\$1,000,000	\$10,000,000		Statutory Limits Required by State
Aircraft Storage	\$5,000,000		\$1,000,000			Statutory Limits Required by State